

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN (DETROIT) DIVISION

MIGHTY GOOD SOLUTIONS, LLC,

PLAINTIFF,

-V-

UNIVERSAL GP PRODUCTS, LLC,

DEFENDANT.

CASE NO. 2:22-cv-11153-DPH-KGA

HON. DENISE PAGE HOOD

MAG. HON. ELIZABETH STAFFORD

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DEFENDANT UNIVERSAL GP PRODUCTS, LLC'S
MOTION TO DISMISS

EXHIBIT 5

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

MIGHTY GOOD SOLUTIONS, LLC,)	
)	
Plaintiff,)	
)	Case No.: 4:21-cv-00080-FJG
v.)	
)	
)	
UNIVERSAL GP PRODUCTS, LLC,)	
)	
Defendant.)	

Declaration of Jose Reyes

1. My name is Jose Reyes.
2. I am the President of Universal GP Products, LLC (“Universal”).
3. I am familiar with the organization and operations of Universal and its previous contractual relationship with Mighty Good Solutions, LLC (“Mighty Good”).
4. Together with my counsel, I prepared Defendant’s Response to the Court’s October 11, 2021.
5. The statements and facts contained in Defendant’s Response to the Court’s October 11, 2021 are true and correct to the best of my knowledge.
6. Universal and Mighty Good exchanged and agreed to two purchase orders.
7. Mighty Good CEO’s, Ben Rendo, approved Universal’s #28 pumps for its 32-ounce and 64-ounce hand sanitizer bottle samples.
8. Universal did not deliver any pumps to Missouri.
9. Mighty Good agreed to pick up the pumps from Universal’s Warren, Michigan warehouse in exchange for a price reduction of 1/2¢ per pump.
10. Mighty Good picked up 1,144,00 pumps from Michigan.

11. Upon information and belief, once Mighty Good switched bottle suppliers, it stopped paying for its pumps and failed pick up its remaining pumps from Michigan.

12. On August 12, 2020, Mighty Good failed to pick up 337,000 #28 pumps that it had already paid for.

13. Universal continues to incur storage fees for these pumps and for another 475,600 #28 pumps pursuant to Purchase Order 52202, for which Mighty Good has failed to pay.

I, Jose Reyes, per 28 USC 1746(2) declare under penalty of perjury that the above statements are true and correct.

Executed on October 29, 2021



Jose Reyes